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BENJAMIN VIENT,)	
)	
Plaintiff,)	
)	
v.)	No.: 1:18-CV-1562 LMB/MSN
)	
GANNETT CO., INC.,)	
)	
Defendant.)	
)	

Pursuant to Local Rule 5, Defendant, Gannett Co., Inc. (“Gannett”), submits this Memorandum in Support of its Motion to Seal the Memorandum in Support of Motion to Enforce Settlement Agreement, and states as follows:

2. Vient was required to (1) send Gannett a copy of the entire settlement agreement with his signature; (2) send Gannett a W-9 form; and (3) send Gannett a signed copy of the stipulation of dismissal that was Exhibit A to the Settlement Agreement.

3. However, almost immediately after the Settlement Agreement was executed, Vient refused to do any of the foregoing, and instead attempted to renegotiate the scope of the agreed release. After Gannett's counsel attempted to persuade Vient to comply, and after the

Court communicated directly with the parties to resolve the issue, Vient continued to refuse to comply.

4. Gannett is filing a Motion to Enforce the Settlement Agreement, including a Memorandum in support of such motion. The Memorandum in Support includes details of the Settlement Agreement's terms that the parties agreed should be kept confidential; details of the Court's confidential communications with the parties; and attaches copies of the confidential Settlement Agreement as exhibits.

5. Accordingly, Gannett has filed its Memorandum in Support of Motion to Enforce under seal, including Exhibit A-1 (i.e. the Settlement Agreement); Exhibit A-2 (i.e. signature pages); and Exhibit B (i.e. an improperly revised version of the Settlement Agreement) thereto.

6. Permanent sealing of this material is necessary to preserve the confidentiality of the Settlement Agreement's terms, as well as communications between the parties and the Court regarding the Settlement Agreement. The Settlement Agreement itself contains confidential and proprietary information, including the settlement amount; covenants regarding enforceability of certain alleged copyright infringement claims; and an express agreement that the parties would keep confidential both the agreement terms and the negotiation of such terms.

7. There are three requirements for sealing court filings: "(1) public notice with an opportunity to object; (2) consideration of less drastic alternatives; and (3) a statement of specific findings in support of a decision to seal and rejecting alternatives to sealing." Order on Mt. to Seal, Slip Copy, *In re Zetia (Ezetimibe) Antitrust Litig.*, No. 2:18-md-2836, 2018 WL 6795835, at *2 (E.D. Va. Nov. 1, 2018); *see also Ashcraft v. Conoco, Inc.*, 218 F.3d 282, 288 (4th Cir. 2000).

8. Gannett is filing a non-confidential notice pursuant to Local Rule 5 including the required information, including the opportunity for Vient or third-parties to object to the requested sealing. Moreover, less drastic alternatives to sealing of the Memorandum in Support Motion to Enforce Settlement Agreement are insufficient to protect the confidentiality of the material therein.

WHEREFORE, Gannett respectfully requests that the Court grant its Motion to Seal; grant the relief requested in the Proposed Order attached thereto; and grant such other relief as may be just and proper.

DATED: March 31, 2020

Respectfully submitted,

/s/Laurin H. Mills
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CERTIFICATE OF SERVICE

I certify that on March 31, 2020, I served a copy of the foregoing via e-mail and first-class mail upon:

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/s/
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